

Terms and Conditions of Sale Rev 004

UNIFILLER SYSTEMS INC (SELLER)

1. GENERAL The acceptance of the Seller's quotation includes the acceptance of the following terms and conditions.
2. VARIATIONS Any variation of these conditions in any document held by the Buyer is inapplicable unless accepted in writing by the Seller.
3. VALIDITY Unless previously withdrawn, the Seller's tender is open for acceptance within the period stated therein, or when no period is stated, within 30 days after the date of the tender.
4. ACCEPTANCE The acceptance of the Seller's quotation must be accompanied with sufficient information to enable the Seller to proceed with the order forthwith; otherwise the Seller shall be at liberty to amend the quoted prices to cover any increase in costs which has taken place after acceptance. The seller will indicate acceptance of the buyers order by documented order confirmation, a quotation from the seller or the issuance of a deposit does not indicate any contractual commitment to the order, the Buyer shall indemnify the seller against all damages, penalties, costs and expenses to which the Buyer may become liable as a result of any commitments the Buyer has entered into regarding the order.
5. SPECIFICATIONS The Buyer shall indemnify the Seller against all damages, penalties, costs and expenses to which the Seller may become liable as a result of work done in accordance with the Buyer's specification which involve the infringement of any letters patent or registered design.
6. LIMITS OF CONTRACT The Seller's tender includes only goods, accessories and work specified therein.
7. DRAWINGS ETC Drawings, descriptive matter, weights and dimensions submitted with this quotation are intended to represent a general idea of the goods and equipment described but are not necessarily correct in detail and none of these shall form part of the contract. Prior to proceeding with the order, the Seller may require written confirmation of specifications for customized orders.
8. DELIVERY TIME The delivery time stated will commence when the Seller receives the Buyer's written order to proceed together with full information of the Buyer's requirements and, if requested by the Seller, the Buyer's deposit. The delivery time stated is in good faith and every possible endeavor will be made to keep the given time, but failure to comply shall not carry a penalty, unless specifically agreed otherwise in writing. In all cases, whether a time for delivery or completion has been quoted or not, the time for delivery or completion shall be extended by a reasonable period if delay in delivery or completion is caused by instruction from the Buyer, or by breakdown or accident or any cause whatsoever beyond the Seller's reasonable control.
9. LOSS OR DAMAGE IN TRANSIT The Seller will repair and/or at his option replace free of charge goods lost or damaged in transit provided that he is given written notification within sufficient time as will enable him to comply with the Carrier's conditions.
10. COLLECTION BY BUYER If the goods are collected for delivery by the Buyer then the risk of any loss or damage to or damage of the goods from whatsoever causes until arrival at the delivery site shall be borne by the Buyer immediately on loading onto the Buyer's transport.
11. OFF LOADING AND STORAGE Unless otherwise specified in writing by the Seller, the Seller shall not be responsible for offloading and storing.

12. **PRICE** Unless otherwise specified in writing by the Seller, all prices quoted are EXW our warehouse. Where carriage, postage and special packaging are needed, the Seller will add an extra charge.

13. **TERMS OF PAYMENT** All goods are sold for cash or cheque/check with order unless agreed in writing by the Seller.

13.1 Buyer is responsible for any collection and legal costs related to collecting overdue accounts

14. **CANCELLATIONS** Once accepted by the Seller, an order is not subject to cancellation by the Buyer without the Seller's express written consent. Any such cancellation shall be subject to a cancellation charge equal to 35% of the initial quoted price, not as penalty, but as the reasonable estimate of the damages, which the Seller will suffer on account of the default of the Purchaser. Special goods built to the Buyer's specifications may not be canceled under any circumstances.

15. **RETURNS** All returns require pre-authorization and a RMA (Return Material Authorization) number prior to returning any product. Please contact Customer Care at 1-604-940-2233 to obtain the RMA number. All equipment is subject to Unifiller inspection and will be credited based on the item's condition. All return freight, duty, brokerage is the responsibility of the Customer. Credit does not include freight, duty, brokerage or any other charges. If required, repairs to equipment will be made by Unifiller and any corresponding charges will be applied to the credit. Custom pieces of equipment cannot be returned for credit.

16. **LIMITED WARRANTY** Goods manufactured by the Seller are warranted to the original Buyer only, against defects in material and workmanship for a period of 18 months from the date of delivery. This warranty covers defective parts only. The Buyer shall pay all shipping, labor and related expenses (including without limitation, travel, room and board expenses, if any, of the Seller's personnel based on 8 hour workdays) in connection with any claim hereunder.

This warranty excludes: (a) electrical/electronic parts, (b) "O" rings and seals; (c) belts, (d) impellers; (e) improper installation and/or power supply by the Buyer and (f) other expendable and normal replacement items, unless the defect is claimed within 30 days from date of delivery and results from improper installation by the Seller.

The Buyer acknowledges that the Seller may not be the manufacturer of certain of the goods and may not be the owner or dealer of certain of the goods, but may merely be a broker of certain of the goods and as such makes no warranties or representations either express or implied with respect to such goods. Any original manufacturer's warranties shall be passed through to the Buyer to the extent the warranty is transferable.

17. **TITLE AND LIEN RIGHTS** The goods shall remain the property of the Seller regardless of how they are affixed to the Buyer's real property and the Seller reserves a purchase money security interest in the goods until the purchase price has been fully paid. The Buyer agrees to execute any documents requested by the Seller, which are necessary for attachment and perfection of its security interest. If the Buyer defaults, the Seller shall have all the rights for a secured creditor under the Uniform Commercial Code as enacted in the State of Buyer's corporate office or, at the Seller's option, in such other jurisdiction as the goods are located.

18. **LIABILITY LIMITATION** In consideration of the express warranty and other terms herein contained, the Buyer agrees that Buyer's remedies (including, but not limited to incidental or consequential damages for lost profits, lost sales, injury to persons or property, or any other incidental loss or damages) shall be limited to the contract price(s) of the goods in question. In no event and for no cause whatsoever, including any breach or default by the Seller, shall the Seller have any liability to the Buyer in excess of the contract price or prices of the pertinent goods in question. Any modification by the Buyer of the goods in question not agreed to in writing by the Seller that affects the original specifications or operations agreed to by the Buyer and the Seller shall abrogate any liability of damage on the part of the Seller.

19. **DUTIES** Quoted price does not include any applicable duties.

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